

1 BILL NO. S-85-04- 45

2 SPECIAL ORDINANCE NO. S-

73-85

3 AN ORDINANCE approving Contract 85-W-2 -
4 Southwest Pumping Station - Div. 1,
5 Ferguson & Smith Road (GM), by the City
6 of Fort Wayne by and through its Board
7 of Public Works and Safety and Robert
8 Henry Corporation.

9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
10 THE CITY OF FORT WAYNE, INDIANA:


11 SECTION 1. The annexed Contract 85-W-2, Southwest Pump-
12 ing Station - Div. 1, Ferguson & Smith Road (GM), by the City of
13 Fort Wayne by and through its Board of Public Works and Safety and
14 Robert Henry Corporation, is hereby ratified, and affirmed and
15 approved in all respects. The work under said Contract requires:

16 a Booster Pump Station, including yard
17 piping, site work and fencing to serve
18 GM Facilities;

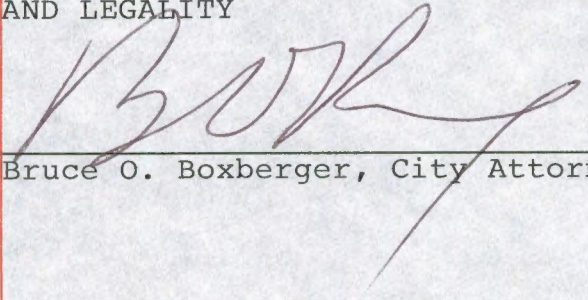
19 the Contract price is Five Hundred Fifty-Five Thousand Four Hun-
20 dred and No/100 Dollars (\$555,400.00).

21 SECTION 2. Prior Approval was received from Council
22 with respect to this Contract on April 16, 1985. Two (2) copies
23 of the Contract attached hereto are on file with the City Clerk,
24 and are available for public inspection.

25 SECTION 3. That this Ordinance shall be in full force
26 and effect from and after its passage and any and all necessary
27 approval by the Mayor.

28 
Councilmember

29 APPROVED AS TO FORM
30 AND LEGALITY

31 
32 Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by E. Henry, seconded by Steve, and duly adopted, read the second time by title and referred to the Committee City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S

DATE: 4-23-85

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by Steve, and duly adopted, placed on its passage. PASSED (Lost) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 5-14-85

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ANNEXATION~~) (~~APPROPRIATION~~) (~~GENERAL~~) (~~SPECIAL~~) (~~ZONING MAP~~) ORDINANCE (RESOLUTION) NO. 73-85 on the 14th day of May, 1985,

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Mark E. Gioia
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 15th day of May, 1985, at the hour of 3:00 o'clock P.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 15th day of May, 1985, at the hour of 2 o'clock P.M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

CONTRACT 85-W-2

THIS AGREEMENT is dated as of the 10th day of April in the year 1985 by and between the CITY OF FORT WAYNE, INDIANA, (hereinafter called OWNER) and THE ROBERT HENRY CORPORATION, (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: WATERWORKS IMPROVEMENTS.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: DIVISION 1 - SOUTHWEST PUMPING STATION, CONTRACT 85-W-2.

ARTICLE 2. ENGINEER

The Project has been designed by Bonar & Associates, Inc., Fort Wayne, Indiana, who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 The Work will be substantially completed within Two Hundred Ten (210) days from the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within Two Hundred Forty (240) days from the date when the Contract Time commences to run.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One Hundred Fifty Dollars (\$150.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER One Hundred Fifty Dollars (\$150.00) for

each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

ARTICLE 4. CONTRACT PRICE

4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, in current funds, as follows: Five Hundred Fifty-Five Thousand, Four Hundred Dollars and No Cents (\$555,400.00).

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the thirtieth day of each month during construction, as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

95% of Work completed.

95% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions.)

5.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 98% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

ARTICLE 6. INTEREST

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.

7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 This Agreement (pages 1 to 5, inclusive).

- 8.2 Project Manual entitled "Waterworks Improvements, Division I - Southwest Pump Station".
- 8.3 Performance Bonds and Certificates of Insurance.
- 8.4 Notice of Award.
- 8.5 General Conditions (pages 1 to 33, inclusive).
- 8.6 Supplementary Conditions (pages 1 to 26, inclusive).
- 8.7 Fort Wayne Bid Requirements (Pages 1-37, inclusive).
- 8.8 Specifications as provided in Project Manual in Paragraph 8.2 above.
- 8.9 Drawings, consisting of a cover sheet and sheets numbered 1 thru 12, inclusive, with each sheet bearing the following general title: Division I - Southwest Pump Station, Contract 85-W-2".all dated 2/85.
- 8.10 CONTRACTOR's Bid (pages 1 to 8, inclusive, marked Exhibit A.
- 8.11 Addendum No. 1, inclusive.
- 8.12 Any Modification, including change orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, supplemented, or repealed by a Modification (as defined in Section 1 of the General Conditions).

ARTICLE 9. MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on April 10,, 1985.

OWNER
CITY OF FORT WAYNE, INDIANA

David J. Kuhl
Kelle R. Smo

By Board of Public Works & Safety

ATTEST:

Sharon V. Gochensou

Address for Giving Notices

One Main Street
Fort Wayne, IN 46802

Win Moses, Jr.

Win Moses, Jr., Mayor
City of Fort Wayne

CONTRACTOR
THE ROBERT HENRY CORPORATION

By Robert A. Henry
Robert A. Henry, President

(SEAL)

ATTEST:

John A. Samiand

Address for Giving Notices

404 So. Frances Street
Post Office Box 1407
South Bend, IN 46624

Contact Agent for service of process:

Robert A. Henry

THE AMERICAN INSTITUTE OF ARCHITECTS



M.J. SCHUETZ AGENCY
GENERAL INSURANCE SURETY BONDS
SPECIALIZING IN THE CONSTRUCTION INDUSTRY
5 EAST MARKET ST.
P.O. BOX 44070
(317) 638-5679
INDIANAPOLIS, INDIANA 46244

AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that **THE ROBERT HENRY CORPORATION,**
(Here insert full name and address or legal title of Contractor)
P.O. Box 1407, South Bend, Indiana 46624

as Principal, hereinafter called Principal, and, **American States Insurance Company,**
(Here insert full name and address or legal title of Surety)
P.O. Box 1636, Indianapolis, Indiana 46207

as Surety, hereinafter called Surety, are held and firmly bound unto **City of Fort Wayne,**
(Here insert full name and address or legal title of Owner)
Board of Public Works, County City Building, 1 Main Street,
Fort Wayne, Indiana 46802

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

amount of **Five hundred fifty five thousand four hundred and 00/100-----**
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ Dollars (\$ **555,400.00**),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, **THE ROBERT HENRY CORPORATION**

Principal has by written agreement dated **April 10 19 85**, entered into a contract with Owner for
(Here insert full name, address and description of project)

Booster Pump Station, Contract #85-W-2

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial

accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 10th day of April 19 85

THE ROBERT HENRY CORPORATION

(Principal)

(Seal)

Jo Ann Samirand
(Witness)

BY:

Robert A. Henry
Robert A. Henry (Title) President

AMERICAN STATES INSURANCE COMPANY

(Surety)

(Seal)

Rebbie Johnson
(Witness)

BY:

J. S. Faust
J.S. Faust, (Title) Attorney-In-Fact
5 E. Market St., Indpls., IN 46204

American States Insurance Company

INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and appointed, and does by

these presents make, constitute and appoint M. J. SCHUETZ, SR., M. J. SCHUETZ, JR., JULIAN D. PACE

II, DEBBIE K. PRICKETT, DARLA V. RICHARDSON, VICKIE L. WOLCOTT, AND J. S. FAUST---

(Jointly or Severally)

of Indianapolis and State of Indiana
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and

deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, provided,

however, that the penal sum of any one such instrument executed hereunder shall not

exceed FIVE MILLION AND NO/100 (\$5,000,000.00) DOLLARS-----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President, attested by its

Assistant Secretary and its corporate seal to be hereto affixed this 24th day of January

A. D. 19 85

(SEAL)

ATTEST:

STATE OF INDIANA }
COUNTY OF MARION } SS:

Assistant Secretary

AMERICAN STATES INSURANCE COMPANY

By Alan T. Abel

Assistant Vice-President

On this 24th day of January, A. D., 19 85, before me personally came

Alan T. Abel

being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is a Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said Corporation; and that he signed his name thereto under like authority. And said

Alan T. Abel further said that he is acquainted with Dan W. Guio and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

MY COMMISSION EXPIRES

February 14, 1988

My Commission Expires

STATE OF INDIANA }
COUNTY OF MARION } SS:

I, Dan W. Guio, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of Section 8.03 of the By-Laws of AMERICAN STATES INSURANCE COMPANY which reads as follows:

"All policies and other instruments of insurance issued by the Corporation shall be signed on behalf of the Corporation by the president or a vice-president and the secretary or an assistant secretary, whose signatures, if the instrument is duly countersigned by an authorized representative of the Corporation, may be facsimiles. Such signatures and facsimiles thereof shall be authorized and binding upon the Corporation notwithstanding the fact that any such officer shall have ceased to be such officer at the time such policy or other instrument of insurance shall have been actually issued by the Corporation."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 10th day of April

A. D., 19 85

(SEAL)

THE AMERICAN INSTITUTE OF ARCHITECTS



M.J. SCHUETZ AGENCY
GENERAL INSURANCE SURETY BONDS
SPECIALIZING IN THE CONSTRUCTION INDUSTRY
5 EAST MARKET ST.
P.O. BOX 44070
(317) 636-5679
INDIANAPOLIS, INDIANA 46244

AIA Document A311

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that **THE ROBERT HENRY CORPORATION,**
P.O. Box 1407, South Bend, Indiana 46624 (Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and, **American States Insurance Company,**
P.O. Box 1636, Indianapolis, Indiana 46207 (Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto **City of Fort Wayne,**
(Here insert full name and address or legal title of Owner)
Board of Public Works, County City Building, 1 Main Street,
Fort Wayne, Indiana 46802

as Obligee, hereinafter called Owner, in the amount of **Five hundred fifty five**
thousand four hundred and 00/100-----Dollars (\$ 555,400.00),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, **THE ROBERT HENRY CORPORATION**

Contractor has by written agreement dated **April 10 1985**, entered into a contract with Owner for
(Here insert full name, address and description of project)
Booster Pump Station, Contract #85-W-2

in accordance with Drawings and Specifications prepared by
(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of

defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

M.J. SCHUETZ AGENCY
GENERAL INSURANCE SURETY BONDS
SPECIALIZING IN THE CONSTRUCTION INDUSTRY
5 EAST MARKET ST.
P.O. BOX 44070
(317) 696-5679
INDIANAPOLIS, INDIANA 46244

Signed and sealed this 10th day of April 19 85

Jo Ann Hamirand
(Witness)

THE ROBERT HENRY CORPORATION

(Principal)

(Seal)

BY:

Robert A. Henry

Robert A. Henry, President

Rebbie Johnson
(Witness)

AMERICAN STATES INSURANCE COMPANY

(Surety)

(Seal)

BY:

J.S. Faust

J.S. Faust, Attorney-In-Fact
5 E. Market St., Indpls., IN 46204



Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

Babson Park Insurance Agency
Roblin Insurance Agency
990 N. Washington Street
Dedham, MA 02026

COMPANIES AFFORDING COVERAGES

COMPANY LETTER **A** Continental Insurance Co.

COMPANY LETTER **B** Continental Insurance Co.

COMPANY LETTER **C** Continental Insurance Co.

COMPANY LETTER **D** Continental Insurance Co.
International Insurance Co.

COMPANY LETTER **E** Chubb Insurance Co.
Atlanta International

NAME AND ADDRESS OF INSURED

Natgun Corporation
Teal Road
Wakefield, MA 01880

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> PREMISES—OPERATIONS <input checked="" type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD <input checked="" type="checkbox"/> UNDERGROUND HAZARD <input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input checked="" type="checkbox"/> CONTRACTUAL INSURANCE <input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS <input checked="" type="checkbox"/> PERSONAL INJURY	L45L2458412	1/1/86	BODILY INJURY	\$ 500,000	\$ 500,000
				PROPERTY DAMAGE	\$ 100,000	\$ 300,000
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
				PERSONAL INJURY		\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> HIRED <input checked="" type="checkbox"/> NON-OWNED	AMC 0616349	1/1/86	BODILY INJURY (EACH PERSON)	\$ 250,000	
				BODILY INJURY (EACH ACCIDENT)	\$ 500,000	
				PROPERTY DAMAGE	\$ 100,000	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	
D	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	LX2112413	1/1/86	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 3,000,000 (Three Million)	
C	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY	WC 2920942	1/1/86	STATUTORY		
					\$ 100,000	(EACH ACCIDENT)
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Construction of a 4.0 MG Prestressed Concrete Reservoir
Fort Wayne, IN

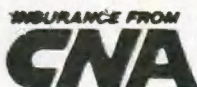
Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the below named certificate holder, ~~but failure to~~
~~mail such notice shall impose no obligation or liability of any kind upon the company.~~

NAME AND ADDRESS OF CERTIFICATE HOLDER

City of Fort Wayne
Board of Public Works & Safety
Fort Wayne, IN 46802

DATE ISSUED: **April 3, 1985**

Lillian P. [Signature]
AUTHORIZED REPRESENTATIVE



AN ILLINOIS CORPORATION

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men by these Presents, That CONTINENTAL CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Illinois, and having its principal office in the City of Chicago, and State of Illinois, does hereby make, constitute and appoint William P. Lenahan, Individually

of Needham, Massachusetts

its true and lawful Attorney-in-Fact with full power and authority hereby conferred to sign, seal and execute in its behalf bonds, undertakings and other obligatory instruments of similar nature as follows:

- Without Limitations -

and to bind CONTINENTAL CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of CONTINENTAL CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-fact. The President or a Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President or the Board of Directors may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 3rd day of April, 1957.

"Resolved, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

In Witness Whereof, CONTINENTAL CASUALTY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed to this 7th day of June, 1984.

CONTINENTAL CASUALTY COMPANY



State of Illinois }
County of Cook } ss

J. E. Purtell
J. E. Purtell Vice President.

On this 7th day of June, 1984, before me personally came

J. E. Purtell, to me known, who, being by me duly sworn, did depose and say: that he resides in the Village of Glenview, State of Illinois; that he is a Vice-President of CONTINENTAL CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



Leslie A. Smith
Leslie A. Smith Notary Public.

CERTIFICATE My Commission Expires November 12, 1986

I, P. F. Granahan, Assistant Secretary of CONTINENTAL CASUALTY COMPANY, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that Section 3 of Article IX of the By-Laws of the Company and the Resolution of the Board of Directors, set forth in said Power of Attorney are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said Company this 10th day of April, 1984.



P. F. Granahan
P. F. Granahan Assistant Secretary.

TITLE OF ORDINANCE Contract 85-W-2 - Southwest Pumping Station - Div. 1,
Ferguson & Smith Road
DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety *85-04-45*
SYNOPSIS OF ORDINANCE Contract 85-W-2, Southwest Pumping Station - Div. I,
Ferguson & Smith Road, is for Booster Pump Station, including yard
pipng, site work and fencing to serve GM Facilities.

PRIOR APPROVAL RECEIVED 4/16/85

EFFECT OF PASSAGE Pumping Station to serve GM Facilities.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$555,400.00

ASSIGNED TO COMMITTEE _____

BILL NO. S-85-04-45

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract 85-W-2 -

Southwest Pumping Station - Div. 1, Ferguson & Smith Road (GM), by the
City of Fort Wayne by and through its Board of Public Works and Safety
and Robert Henry Corporation

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)
(~~RESOLUTION~~)

YES

NO

Thomas C. Henry
THOMAS C. HENRY
CHAIRMAN

Janet G. Bradbury
JANET G. BRADBURY
VICE CHAIRWOMAN

Donald J. Schmidt
DONALD J. SCHMIDT

James S. Stier
JAMES S. STIER

Charles B. Redd
CHARLES B. REDD

CONCURRED IN 5-14-85

SANDRA E. KENNEDY
CITY CLERK